

CIRCADIAN®

MUTUAL CONFIDENTIALITY AGREEMENT

AMS
3/2/16

In connection with discussions between the undersigned Parties regarding potential business activities with Circadian Technologies, Inc., each Party will furnish to the other certain valuable information in whatever form concerning its business, business plans, financial condition, operations, intellectual property, technology and prospects (hereinafter "Confidential Information"). In consideration of obtaining this Confidential Information, the Parties mutually agree as follows:

1. All information furnished by one party to the other Party and which is a) specifically identified as "Confidential" at the time of disclosure, or b) if not specifically identified as "Confidential," would reasonably be understood to be confidential in nature, will be deemed to be "Confidential Information" and valuable. The term "Confidential Information" does not include any information which is, or becomes, generally available to the public or which is already known to the other Party prior to such disclosure. Confidential Information shall include, but not be limited to, either Party's proprietary techniques, trade secrets and know-how; its independent interpretations of market information; strategies, plans and organizational approaches; customer lists; and financial reports.
2. Each Party agrees not to use the Confidential Information in any way except as specifically authorized by the other Party or as specifically contemplated by mutual discussions of the Parties, for a period of three (3) years from the date of disclosure. Each Party expressly prohibits any direct or indirect use or exploitation of the Confidential Information in any form for the furtherance or benefit of any company or entity not identified as a party hereto. Each Party agrees not to use the Confidential Information in order to compete against the other or to assist others to so compete.
3. Each Party agrees not to disclose or reveal any Confidential Information to any person or entities, other than its partners or agents participating in evaluation of the information, for any purpose other than in connection with these discussions. Each Party specifically agrees not to duplicate any information provided to the other under this Agreement.
4. Each Party's obligations under paragraphs 2 and 3 above shall not extend to any part of the Confidential Information:
 - (a) that can be demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of the disclosure; or
 - (b) that can be demonstrated, from written records, to have been in a Party's possession or readily available to a Party from another source not under obligation of secrecy prior to the disclosure; or
 - (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by a Party; or
 - (d) that is subsequently disclosed to a Party by a third party who is not under an obligation of confidentiality.
5. If either Party determines that it does not wish to continue mutual discussions or pursue a business relationship with the other, or if either Party requests it, each Party will promptly deliver to the other all Confidential Information furnished to it without retaining copies, summaries, analyses or extracts thereof.

- 6. Each Party recognizes and understands that there may not be adequate remedy at law for breach by the other of the provisions set forth in this Agreement, and each Party agrees that in the event of such breach, the aggrieved Party may, in addition to other remedies available to it, obtain injunctive relief prohibiting breach of such provisions, without the necessity of posting a bond.
- 7. The receiving Party may not use any Confidential Information of the disclosing Party in applying for patents or securing any other intellectual property rights. All Confidential Information and derivations thereof shall remain the sole and exclusive property of the disclosing Party, and no license or other right is granted to the receiving Party with respect to such Confidential Information (or other intellectual property rights of the disclosing Party) or implied hereby. All copies of materials containing Confidential Information shall remain the property of the disclosing Party and all such copies shall remain subject to the restrictions on use and disclosure stated herein.
- 8. In the event of the invalidity or unenforceability of any provision of this Agreement, each Party agrees that such invalidity shall not affect remaining portions of the Agreement and further agrees to a modification or limitation of the invalid provision which most closely approximates the intent and economic effect of the invalid provision. Neither Party shall be deemed to have waived any term or provision of this Agreement unless such waiver shall be in writing. The waiver of a term or provision of this Agreement by a party on one occasion shall not constitute a continuing waiver thereof or a waiver as to other terms or provisions hereof.
- 9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 10. This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether written or oral. This Agreement may be amended or modified only in writing signed by both parties.

Agreed to and accepted on the 2 day of March, 2016.

CIRCADIAN®

Name

Signature: _____

Signature: Alan K Smith

Print Name:

Print Name: Alan K. Smith

Title:

Title: CEO, Concerto Design LLC

Address: 2 Main Street, Suite 310
Stoneham, MA 02180, USA

Address: Concerto Design
5385 Sunnyside Rd.
Mound View, MN
55112